

002130

HOUSE AIR WAYBILL

002130

Shipper's Name & Address M/S. RAJPRIYA EXPORTS NO. 2, J.G. NAGAR 1st STREET TIRUPUR-641 602 INDIA.		Shipper's Account Number 		Not Negotiable AIR WAYBILL issued by : PL SHIPPING & LOGISTICS LTD. 37, Dr.P.V. Charlan Crescent, Egmore, Chennai - 600 008, India. Tel. : +91 - 44 - 2527 1201 / 2524 2703 Fax : + 91 - 44 - 2527 1147	
Consignee's Name & Address BANK OF AMERICA C/O. RICK MILLAR 8755 ROSWELL ROAD. ATLANTA, GA 30350 U.S.A.		Consignee's Account Number 		Copies : 1, 2 and 3 of this Air Waybill are originals and have the same validity It is agreed that the goods described herein are accepted in apparent good order and conditions, (Except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS LIMITATIONS OF LIABILITY. Shipper's may increase such limitations of liability by declaring a higher value for carriage and paying a supplemental charge if required.	
Issuing Carrier's Agents Name & City PL SHIPPING & LOGISTICS LTD. 37, Dr.P.V. Charlan Crescent, Egmore, Chennai - 600 008, India. Tel. : +91 - 44 - 2527 1201 / 2524 2703 Fax : + 91 - 44 - 2527 1147		IATA Carrier EK		Master AWB No. 176-3654 2052	
Agent's IATA Code 14-3-6019		Account No. 		Accounting Information FREIGHT PREPAID	
Airport of Departure (Addr. of First Carrier) and Requested Routing CHENNAI: INDIA					
To DXB EK		By First Carrier NYC EK		Other INR 1	
Airport of Destination NEW YORK		Flight Date 		Amount of Insurance 	
Handling Information (53) CTNS MARKED: PO. NO: STYLE NO: COLOUR QNTY SIZE CTN NOS: 1 to 53. ONE COVER ENCLOSED CONTG INVOICE PACKING LIST.					
No. of Pieces RCP	Gross Weight	Rate Class	Chargeable Weight	Rate / Charge	Nature and Quantity of Goods (Ind. Dimensions or Volume)
53	726.0	K Q	750.0	AS AGREED	100% COTTON KNITTED GARMENTS & MENS FLEECE GARMENTS MENS T. SHIRT, JACKET, PANT. PO#1039, 1040, 1041, 1042, 1043 1038. INV NO: RE/104 DATED : 14-10-2006 SB NO: DIMMS INCMS
NOTIFY: RYAN KENNY 1407, BROADWAY SUITE 1006 NEW YORK NY 10018 U.S.A.					
Prepaid AS AGREED		Weight Charge 		Collect 	
Total Other Charges Due Agent 		Total Other Charges Due Carrier 		Other Charges 	
Total Prepaid AS AGREED		Total Collect 		Currency Conversion Rates 	
For Carrier's Use only at Destination 		Charges at Destination 		Total Collect Charges 	

ORIGINAL - 3 (FOR SHIPPER)

INVOICE				
Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STRERET TIRUPUR-641 602 INDIA		Invoice No. & Date RE/104 DATED 14.10.2006 Buyer's Order No. & Date 1039,1040,1041,1042,1043,1038 Other Reference :		
Consignee RYAN KENNY 1407, BRODWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		Buyer If other than Consignee BANK OF AMERICA C/O RICK MILLAR 8755 ROSWELL ROAD ATLANTA, GA 30350 PHONE - 770 -594-6860		
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier	Country of Origin of goods INDIA	Country of Final destination U.S.A	
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR	Terms of Delivery & Payment D/P AT SIGHT-DOCUMENTS THROUGH BANK OF AMERICA, C/O RICK MILLAR, 8755, ROSWELL ROAD, ATLANTA, GA 30350, U.S.A.		
Port of Discharge NEW YORK	Final Destination U.S.A			
Marks & Nos/ Container No.	No. & kind of Packages	Description of goods	Quantity PIECES	Rate CFR/USD
				Amount CFR/USD
PO.NO.	53	<u>100% COTTON KNITTED</u>		
STYLE NO.	FIFTY	<u>GARMENTS</u>		
COLOUR	THREE			
QNTY	CRTNS	MENS T.SHIRT-STYLE:C6FK111	303	5.80
SIZE	ONLY	MENS T.SHIRT-STYLE:C6FK102	608	5.90
CTN NOS.		MENS T.SHIRT-STYLE:C6FK107	300	8.85
1 TO 53		MENS T.SHIRT-STYLE:C6FK112	300	5.75
		<u>100% COTTON KNITTED MENS</u>		
		<u>FLEECE GARMENTS</u>		
		MENS JACKET-STYLE:C6FS804	230	10.55
		MENS PANT-STYLE:C6FB101	301	8.65
		<u>TWO THOUSAND FORTY</u>	2,042	
		<u>TWO PIECES ONLY</u>		
Amount chargeable			Total	
US DOLLARS FOURTEEN THOUSAND SEVEN HUNDRED			14,754.75	
IN words			FIFTY FOUR AND SEVENTY FIVE CENTS ONLY	
I.E.CODE NO.3292005728				
EX.1 USD = INR 46.15				
CFR	USD	14,754.75	INR	680,931.71
FRT	USD	2101.84	INR	97,000.00
FOB	USD	12,652.91	INR	583,931.71
Declaration				
We declare that this invoice shows the actual price of the the goods				
described and that all particulars are true and correct				
Signature & Date				

PACKING LIST - 1

Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		Invoice No. & Date RE/104 DATED 14.10.2006	
		Buyer's Order No. & Date 1042	
		Other Reference : C8FK107	
Consignee RYAN KENNY 1407, BRODWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		Buyer If other than Consignee 	
		Country of Origin INDIA	U.S.A.
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier 		
Vessel/Flight No.	Port of Loading CHENNAI BY AIR		
Port of Discharge NEW YORK	Final Destination U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
1	1	GREY HEATHER	50					50	9.200	10.800
2	1			56				56	11.000	12.600
3	1				56			56	11.300	12.900
4	1					56		56	12.000	13.800
5	1				18	20		17	9.300	10.900
6	1			8	9	5		9	8.700	8.300
TOTAL	6		56	81	81	56	26	300	59.500	69.100

ORDER SUMMARY
GREY HEATHER

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	81	56	26	300
DIFFERENCE	-	-	-	-	-	-
%	100%	100%	100%	100%	100%	100%
DIFFERENCE IN %	-	-	-	-	-	-

CONTD... 2

For **Rajpriya Exports**

Manager

PACKING LIST - 2

Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		Invoice No. & Date RE/104-DATED-14.10.2006	
		Buyer's Order No. & Date 1039	
		Other Reference : C8FB101	
Consignee RYAN KENNY 1407, BROADWAY SUITE 1006 NEW-YORK NY 10018 U.S.A.		Buyer if other than Consignee 	
		Country of Origin INDIA	U.S.A.
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier		
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR		
Port of Discharge NEW YORK	Final Destination U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT		
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS	
7 TO 8	2	GREY STONE	24					48	13.500	15.200	
9 TO 11	3			24				72	42.000	47.100	
12 TO 14	3				24			72	44.400	49.500	
15 TO 16	2					24		48	33.200	36.800	
17	1						18	13.400	15.000		
18	1			8	7	8		23	13.800	15.200	
19	1				2	1	9	8	20	13.400	15.100
TOTAL	13			56	81	81	57	26	301	173.500	193.700

ORDER SUMMARY
GREY STONE

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	81	57	26	301
DIFFERENCE	-	-	-	+1	-	-
%	100%	100%	100%	102%	100%	100%
DIFFERENCE IN %	-	-	-	+2%	-	-

CONTD.... 3

 Signature & Date
For Rajpriya Exports

Manager

PACKING LIST - 3

Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		Invoice No. & Date RE/104 DATED 14.10.2006	
Consignee RYAN KENNY 1407, BROADWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		Buyer's Order No. & Date 1041	
		Other Reference : CBFK102	
		Buyer if other than Consignee	
		Country of Origin INDIA	U.S.A.
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier		
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR		
Port of Discharge NEW YORK	Final Destination U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT		
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS	
20	1	EGGSHELL	56					56	10.300	11.800	
21	1			56				56	10.900	12.500	
22	1				56			56	12.000	13.600	
23	1					56		56	11.500	13.100	
24	1			5		11		31	47	10.100	12.000
25	1				28	14			42	8.700	11.000
TOTAL	8		61	84	81	56	31	313	64.500	74.100	

**ORDER SUMMARY
EGGSHELL**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	61	84	81	56	31	313
DIFFERENCE	+5	+3	-	-	+5	+13
%	108%	104%	100%	100%	119%	104%
DIFFERENCE IN %	+8%	+4%	-	-	+19%	+4%

CONTD... 4

Signature & Date
For Rajpriya Exports
Manager

PACKING LIST - 4**Export Manufacturer**

RAJPRIYA EXPORTS
NO.2, J.G.NAGAR 1ST STREET
TIRUPUR-641 802
INDIA

Invoice No. & Date

RE/104 DATED 14.10.2006

Buyer's Order No. & Date

1041

Other Reference :

C6FK102

Consignee

RYAN KENNY
1407, BRODWAY SUITE 1006
NEW YORK
NY 10018
U.S.A.

Buyer if other than Consignee**Country of Origin**

INDIA

U.S.A.

Fre Carriage by
BY TRUCK**Place of Receipt by Pre Carrier****Vessel/Flight No.****Port of Loading**

CHENNAI BY AIR

Port of Discharge

NEW YORK

Final Destination

U.S.A.

CTN NOS.	TOTAL	COLOUR	S I Z E					TOTAL	TOTAL WEIGHT	
	CRTNS		M	L	XL	XXL	3X	PCS	N.WT. KGS	G.WT. KGS
26	1	LAVENDAR	56					56	10.300	11.900
27	1			56				56	10.900	12.500
28	1				56			56	12.000	13.600
29	1					52		52	11.500	13.100
30	1				14		28	42	10.000	11.200
31	1			23	10			33	9.000	10.120
TOTAL	6		56	79	80	52	28	295	83.700	72.420

ORDER SUMMARY**LAVENDER**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	79	80	52	28	295
DIFFERENCE	-	-2	-1	-4	+2	-5
%	100%	100%	100%	100%	108%	98%
DIFFERENCE IN %	-	-	-	-	-	-

CONTD... 5

Signature & Date

For Rajpriya Exports

Manager

PACKING LIST - 5

Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		Invoice No. & Date RE104 DATED 14.10.2006	
		Buyer's Order No. & Date 1043	
		Other Reference : C8FK112	
Consignee RYAN KENNY 1407, BROADWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		Buyer If other than Consignee 	
		Country of Origin INDIA	U.S.A.
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier 		
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR		
Port of Discharge NEW YORK	Final Destination U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
32	1	BLACK	56					56	10.300	11.900
33	1			56				56	10.900	12.600
34	1				56			56	12.000	13.600
35	1					56		56	11.500	13.100
36	1						27	27	8.500	10.000
37	1			25	24			49	10.000	11.200
TOTAL	6		56	81	80	56	27	300	63.200	72.300

ORDER SUMMARY
BLACK

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	80	56	27	300
DIFFERENCE	-	-	-1	-	+1	-
%	100%	100%	99%	100%	103%	100%
DIFFERENCE IN %	-	-	-1%	-	+3%	-

CONTD... 6

Signature & Date
For Rajpriya Exports

Manager

PACKING LIST - 6

Export/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		Invoice No.& Date RE/104 DATED 14.10.2006	
		Buyer's Order No.& Date 1040	
		Other Reference : C8FK111	
Consignee RYAN KENNY 1407, BROADWAY SUITE 1008 NEW YORK NY 10018 U.S.A.		Buyer if other than Consignee 	
		Country of Origin INDIA	U.S.A.

Pre Carriage by BY TRUCK	Place of Receipt by Pre Carriage
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR
Port of Discharge NEW YORK	Final Destination U.S.A.

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
38	1	EGGSHELL	56					56	10.300	11.900
39	1			56				56	10.900	12.500
40	1				56			56	12.000	13.800
41	1					56		56	11.500	13.100
42	1						26	26	8.000	9.000
43	1			28	25			53	10.700	12.500
TOTAL	6		56	84	81	56	26	303	63.400	72.600

ORDER SUMMARY
EGGSHELL

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	84	81	56	26	303
DIFFERENCE	-	+3	-	-	-	+3
%	100%	103%	100%	100%	100%	101%
DIFFERENCE IN %	-	+3%	-	-	-	+1%

CONTD....7

For Rajpriya Exports


Manager

PACKING LIST - 7

Exporter/Manufacturer RAJPRIYA EXPORTS NO.2, J.G.NAGAR,1ST STREET TIRUPUR-641 602 INDIA		Invoice No.& Date RE/104 DATED 14.10.2006	
		Buyer's Order No.& Date 1038	
		Other Reference : C6FS804	
Consignee RYAN KENNY 1407, BROADWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		Buyer if other than Consignee 	
		Country of Origin INDIA	U.S.A.
Pre Carriage by BY TRUCK	Place of Receipt by Pre Carrier 		
Vessel/Flight No.	Port of Loading CHENNAI/BY AIR		
Port of Discharge NEW YORK	Final Destination U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
44	1	GREY STONE	24					24	11.200	12.900
44 TO 46	2			24				48	24.200	27.600
47 TO 48	2				24			48	25.600	28.000
49 TO 50	2					24		48	27.200	30.600
51	1		7	7	4		1	19	10.100	11.800
SHADE 2										
52	1		6		17			22	11.100	12.800
53							21	21	12.100	13.800
TOTAL	6			36	55	69	48	22	230	121.500

ORDER SUMMARY**GREYSTONE**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	36	55	69	48	22	230
DIFFERENCE	-20	-26	-12	-8	-4	-70
%	65%	68%	85%	86%	85%	77%
DIFFERENCE IN %	-35%	-32%	-15%	-14%	-15%	-23%

GRAND TOTAL

TOTAL NO.OF CRTNS	: 53
TOTAL QUANTITY	: 2,042 PIECES
TOTAL N.WT	: 609.300 KGS
TOTAL G.WT.	: 892.720 KGS

Signature & Date
For Rajpriya Exports

Manager



RAJPRIYA EXPORTS

Hosiery Manufacturers & Exporters

No. 1, J.G. NAGAR, 1st STREET,

KUMARAPALLE, TAMIL NADU - 611 002.

Phone : 2478886, 2471859, 4333273

Fax : 045 - 0421 - 2478314, 2478087

E-mail : rajpriyaup@touchindia.net

www.rajpriyaexports.com

Date:

SINGLE/MULTI COUNTRY DECLARATION

I, R.S.GOPAL of RAJPRIYA EXPORTS declare that Articles listed below and covered by the Invoices or entry to which this declaration relates are wholly the growth product or manufacture of a Single Foreign Territory or of the U.S. or and/or the Single Foreign Territory of country, or insular possession of the U.S. as identified below. I declare that this information is correct and true to the best of my information, knowledge and belief.

A.....	INDIA.....	COUNTRY
B.....	INDIA.....	COUNTRY
C.....	INDIA.....	COUNTRY
D.....	INDIA.....	COUNTRY

For Rajpriya Exports

Manager

1/2/0 TNGST.No. 2304709

SSI No. 18-04-24979 / Dt. 30-6-93

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CST.No. 327832 / Dt. 10-9-91

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AEPN No. TAF / SR / 91041 / 92 / Dt. 26-11-92

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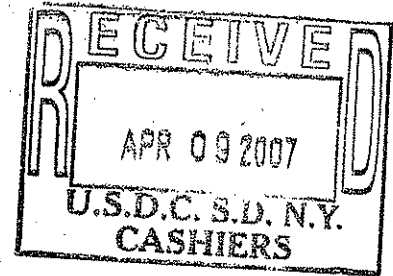
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IE No. 3292005728 / Dt. 16-9-92

V

EUGENE J. McDONALD, ESQ.
170 Broad Street
Matawan, NJ 07747
Tele: 732 583 8485
Attorney for PL Shipping & Logistics Ltd.



THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JUDGE STEIN

-----x
PL SHIPPING & LOGISTICS LTD.

Plaintiff,

07 CV 2818
DOCKET NO.

v.

VERIFIED COMPLAINT

H.J.M INTERNATIONAL INC. and BANK
OF AMERICA and AFFORDABLE
LUXURY RYAN KENNY

Defendants
-----x

Plaintiff, PL SHIPPING AND LOGISTICS LTD. hereinafter referred to as PL SHIPPING, by its attorney, EUGENE J. McDONALD, ESQ., alleges upon information and belief, as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9 (h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court. Also, inasmuch as the within action is governed by federal common law, it involves a federal question, and this Court has jurisdiction pursuant to 28 U.S.C. §1331.

DKI 2. PL SHIPPING is a foreign company organized and existing under the laws of India. Although PL SHIPPING does not have an office within the Southern District of New York, it does, on a regular basis, conduct business within the Southern District and for that matter the metropolitan New York area.

DKI 3. The Defendant, H.J.M. INTERNATIONAL, INC., hereinafter referred to as H.J.M., at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 53-39 Rockaway Boulevard, Jamaica, New York 11434, and was and now is engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as common carriers of merchandise by water for hire.

4. The Defendant, BANK OF AMERICA, hereinafter referred to as BANK, at and during all the times hereinafter mentioned, had and now have the legal status as and international banking concern with branches throughout the world including the Southern District, and which in this instance had and now have a branch located at 8755 Rosewell Road, Atlanta, Georgia 30350.

DKI 5. The Defendant, H.J.M. INTERNATIONAL, INC., hereinafter referred to as H.J.M., at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 53-39 Rockaway Boulevard, Jamaica, New York 11434, and was and now is engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel as common carriers of merchandise by water for hire.

DKS 6. The Defendant, AFFORDABLE LUXURY RYAN KENNY, hereinafter referred to as AFFORDABLE, at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 1407 Broadway, New York, New York 10018.

D 7. This Court has personal jurisdiction over the Defendants and venue is proper reason of Defendants' regular and systematic contacts with the State of New York.

DKS 8. On or about March 19th, 2006, shipped on board and on March 22nd, 2006 shipped on board by PL SHIPPING from the Port of Tuticorin, India, to be transported to the Port of New York, U.S.A., 100% cotton knitted mens S/S polo shirts, hereinafter referred to as POLO SHIRTS, then being in good order and condition, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, said shipments of polo shirts arrived at the port of destination, the Port of New York.

DKS 9. Defendant, AFFORDABLE, requested, purchased and received polo shirts from Plaintiff, PL SHIPPING. Defendant, AFFORDABLE, ordered the POLO SHIRTS from Plaintiff, PL SHIPPING, but has not paid for the POLO SHIRTS it received.

DKS 10. Defendant, H.J.M., delivered Plaintiff PL SHIPPING's POLO SHIRTS from the Port of Tuticorin to the Port of New York where it and Defendant AFFORDABLE received the POLO SHIRTS. Defendant, H.J.M. improperly, wrongfully and negligently discharged Plaintiff's POLO SHIRTS to Defendant AFFORDABLE in the Port of New York without proper documentation.

11. Defendant, BANK, improperly released documents to Defendant AFFORDABLE which allowed Defendant AFFORDABLE to present said documents to Defendant H.J.M. and thereby obtain Plaintiff's POLO SHIRTS without paying for them.

12. Prior to Defendant AFFORDABLE receiving Plaintiff PL SHIPPING's POLO SHIRTS, Defendant BANK agreed and was legally obligated to debit Defendant AFFORDABLE's account for the cost of the POLO SHIRTS, pay Plaintiff PL SHIPPING and then "endorse" the Bill of Lading and Invoice which would allow Defendant H.J.M. to release the POLO SHIRTS to Defendant AFFORDABLE upon Defendant AFFORDABLE's presentation of the endorsed Bill of Lading and Invoice to Defendant H.J.M.. That did not happen. Upon Defendant BANK's receipt of the documents, i.e., Bill of Lading and Invoice and ancillary papers, it, Defendant BANK, improperly, wrongfully and negligently released the Bill of Lading and ancillary papers without endorsement and delivered said papers to the Defendant, AFFORDABLE. Defendant H.J.M. improperly, wrongfully and negligently, without legal and properly endorsed Bill of Lading and Invoice, improperly, wrongfully and negligently released Plaintiff's POLO SHIRTS to Defendant AFFORDABLE without Defendant AFFORDABLE paying for the POLO SHIRTS.

13. Plaintiff PL SHIPPING was the shipper, consignee and/or owner of the POLO SHIRTS and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said POLO

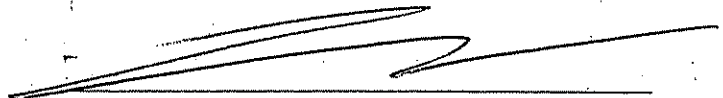
SHIRTS, as their respective interests may ultimately appear, and Plaintiff PL SHIPPING is entitled to maintain this action.

- ① 14. By reason of the premises, Plaintiff PL SHIPPING has sustained damages as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of U.S. \$44,157.92 plus freight.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if Defendants cannot be found within this District, then all of their property within this District shall be attached in the sum of U.S. \$44,157.92 with interest thereon and costs, the sum sued for in this Complaint;
3. That Judgment may be entered in favor of Plaintiff against Defendants, jointly and severally, in the sum of U.S. \$44,157.92, together with interest, costs and counsel fees as allowed by law.

Dated: April 6, 2007



Eugene J. McDonald, Esq. (EJMcD -0882)
170 Broad Street
Matawan, NJ 07747
Attorney for Plaintiff
PL Shipping, LTD
732 583 8485

STATE OF NEW JERSEY)
 : ss.:
COUNTY OF MONMOUTH)

EUGENE J. McDONALD, ESQ., being duly sworn, deposes and says:

1. I am admitted to practice before the Courts of the State(s) of New York, New Jersey, Pennsylvania and Florida and admitted to practice before this Honorable Court.

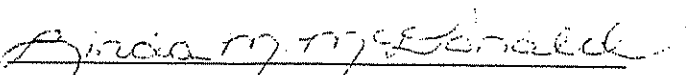
2. I have read the foregoing verified complaint and know the contents thereof, and that the same is true to the best of my knowledge, information and belief.

3. That the source of my information and the grounds for my belief as to all matters are documents and correspondence relating to the matter in suit in my possession forwarded to me by Plaintiff.

4. That the reason this verification is made by me and not by Plaintiff, PL Shipping & Logistics Ltd., is that said plaintiff is a corporation and/or other business entity, none of whose officers or directors are presently with in this District.


Eugene J. McDonald, Esq.

Sworn to before me this
6th day of April, 2007


Linda M. McDonald, Notary Public

LINDA M. McDONALD
NOTARY PUBLIC OF NEW JERSEY
I.D No. 2197485
Commission Expires 3/18/2012

MULTIMODAL TRANSPORT DOCUMENT

Consignor / Shipper
AJJILL KNIT WEARSS
42, SADAYANPAN KOIL STREET VAJPAIAYAM TIRUPUR
641 601 INDIA

Consignee (for order)
BANK OF AMERICA
C/O RICK MILLER 8755 ROSEWELL ROAD
ATLANTA GA 30350
PHONE : 770 594 6860 FAX: 770 594 6865

Notify address
AFFORDABLE LUXURY RYAN KENNY
1407, BROADWAY SUITE 1006, NY 10018
NEWYORK USA TEL: 212 - 871 - 0040

Place of acceptance TUTICORIN	Port of loading TUTICORIN	Date of acceptance
Port of discharge NEW YORK	Place of Delivery NEW YORK / USA	Date of Period of delivery

BL/MTD Number
Shipment reference No.

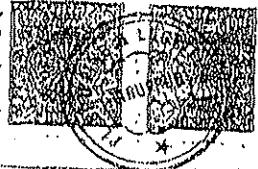


PL SHIPPING & LOGISTICS LTD.
37, Dr.P.V. Charan Crescent, Egmore, Chennai - 600 008, India.
Tel : 91 - 44 - 2527 1201 / 2524 2703 Fax : 91 - 44 - 2527 1147

(Reg No. MTD / DGS / 307 / 2003)

Taken in charge in apparently good condition herein at the place of receipt for transport and delivery as MTD in accordance with the perform or to provide the place at which the goods delivery and assumed responsibility.

Once the MTD must be good in without shown of town signed in the manner the other(s) to be void.



Container No(s) Container No.: HLXU 640043 3 / 40 HC Seal No.: 00443966	Marks and numbers 84 Cartons	Number of packages, kinds of Packages, general description of goods SAID TO CONTAIN SAID TO CONTAIN (EIGHTY-FOUR CARTONS ONLY)	Gross weight SAID TO WEIGHT / MEASURE SAID TO WEIGH / MEASURE	Measurement 942.100 5.010 KGS CBM
CARTON NOS : 01-36 ; 01-48 FO NO : 1119 & 1120 STYLE NO : STK116 & STK122		100% COTTON KNITTED MENS S/S POLO SHIRTS INV NO : AKW 59 / 2005-06 SB NO : 6051051 DTD: 17.03.2006 NET WT: 784.100 KGS CAT : US 338		
LCL / LCL LCL / LCL		HS CODE: 6105 1000		

*** FREIGHT COLLECT ***

FREIGHT COLLECT

19 MAR 2006
PL SHIPPING & LOGISTICS LTD.

R. S. Srinivasan
AS AGENT

Particulars above mentioned by consignee / consignor			
Freight amount To Collect	Freight payable at Destination	Number of Original MTD (s) THREE (3)	Place and date of issue TUTICORIN 17-03-2006
To Delivery Contact H.M. INTERNATIONAL INC., 153 39 ROCKAWAY BLVD. JAMAICA NY 11431 U.S.A. PHONE / TEL 776-5344		For PL SHIPPING & LOGISTICS LTD. R. S. Srinivasan Authorized Signatory	

(FORMS CONTINUED ON BACK HEREOF)